

Request for Proposals

Maryland Technical Architecture Framework (MTAF)

PROJECT NO. F10R4200135



Department of Budget and Management

Office of Information Technology

Issue Date: March 9, 2004

NOTICE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are encouraged to respond to this Solicitation

STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to bid on this contract, please fax this completed form to: 410-974-3274 to the attention of Norman Grinnell.

Title: **Maryland Technical Architecture Framework**
Project No: **F10R4200135**

1. If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposals is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Offeror Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

Maryland Technical Architecture Framework (MTAF)

PROJECT NUMBER F10R4200135

RFP Issue Date: March 9, 2004

RFP Issuing Office: Department of Budget and Management
Office of Information Technology (OIT)

Procurement Officer: Norman Grinnell
Office Phone: (410) 260-7430
Fax: (410) 974-3274
email: ngrinnel@dbm.state.md.us

Proposals are to be sent to: Department of Budget and Management
45 Calvert Street, Room 113
Annapolis, MD 21401
Attention: Norman Grinnell

Pre-Proposal Conference: March 18, 2004, 10:00 AM (Local Time)
Maryland Department of Transportation (MDOT)
New Headquarters Facility
Hanover, MD 21076
Harry Hughes Conference Room – Suite 2, Ground Level
Reception Desk – 410-865-1142

Closing Date and Time: April 9, 2004 at 2:00 PM (Local Time)

NOTE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) is responsible for providing technical leadership and guidance to all agencies in the Executive Branch of the State of Maryland (the State). The OIT assures that State agencies implement successful information technology (IT) development projects in accordance with the mission of the agency and establishes direction for the productive and efficient use of information technology at the statewide level. To assist in fulfilling this responsibility, the OIT will develop a statewide IT technical architecture using a phased approach.

The first step in developing a technical architecture is to create a conceptual framework of what the architecture will look like. This framework will define all of the service areas to be included in the technical architecture, much like defining the rooms and utilities to be included in a new house. The framework will also define how and when each of the service areas within the architecture will be constructed, and how the architecture documents will be stored and updated. The State's technical architecture framework will include a technical reference model containing guiding principles, standards, and products, for each service area, and a glossary of terms. The framework will also include a set of templates, an overall roadmap for completion, and a records management strategy. With the essential components of the framework in place, the State can then begin to develop the building blocks of the technical architecture over time using a standardized, methodical approach, and thus ensure that the all of the blocks will conform to and complete the overall picture of technology in the State.

Through this solicitation, OIT will select a contractor to develop the first phase of the statewide IT technical architecture. This first phase will include the overall design of the framework, an assessment of the State's use of technology with development of the technical reference model, guiding principles, templates, selected standards, a roadmap for future development of service areas within the architecture, a metadata management strategy, and an enterprise architecture education awareness series for agency IT leaders. The primary objective of this solicitation is to create a technical blueprint that will enable interoperability and efficiency across platforms and services for State agencies at the infrastructure level, to create a fresh awareness of Enterprise Architecture concepts and its benefits for the State, and also to set the stage for future development of the technical architecture.

Potential Offerors should be aware that the State Ethics Law, State Government Article § 15-508, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances.

It is the State's intention to obtain services, as specified in this Request for Proposals (RFP), from a Contract between the successful Offeror and the State. The Procurement Officer shall issue a Notice to Proceed (NTP) for any or all of the discrete priced deliverable tasks identified in the RFP Section 3.4 depending upon the available funding and the successful accomplishment of previously ordered tasks. It is anticipated that the State will issue multiple Notices to Proceed over the base period of the Contract. Un-funded and un-ordered task deliverables could potentially be ordered in the Contract renewal option period. The State makes no guarantee that it will purchase any service from the resulting Contract. This Contract will not be construed to require the State to procure exclusively from the Contractor. The State reserves the right to procure goods and services from other sources when it is in the best interest of the State to do so and without notice to the Contractor.

1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. **Baseline Technical Architecture** - The set of products and services that portray the current or existing technical infrastructure. The baseline technical architecture generally captures the organization's legacy platforms and services, those in current development, as well as those being phased out. Also referred to as the "as is", or current technical architecture.
- b. **Contract** - The Contract attached to this RFP as Attachment A.
- c. **Contract Manager (CM)** - The State representative that serves as the technical and contract manager for the resulting contract. The CM monitors the daily activities of the contract and provides technical guidance to the Contractor. DBM may change the CM at any time by written notice to the Contractor. The State's CM is:

Kristina Shelor
Department of Budget and Management
Office of Information Technology
45 Calvert Street
Annapolis, Maryland 21401
Telephone: 410-260-6017
Fax: 410-974-5060
E-mail: kshelor@dbm.state.md.us

- d. **Contractor** - The selected Offeror.
- e. **Contractor's Contract Administrator** – Person designated by the Contractor with the authority and knowledge to resolve customer complaints on behalf of the Contractor that are not technical in nature.
- f. **COMAR** - Code of Maryland Regulations.
- g. **COTS** – Commercial Off The Shelf software. Commercially available software product.
- h. **DBM** – The Maryland Department of Budget and Management.
- i. **Enterprise Architecture (EA)** – A strategic information asset base, which defines the mission, the information necessary to perform the mission, the technologies necessary to perform the mission, and the transitional processes for implementing new technologies in response to the State's changing needs. An enterprise architecture includes a baseline architecture, target architecture, migration plan, and technical reference model.
- j. **Federal Enterprise Architecture Framework (FEAF)** – A method used to logically structure and classify information about the enterprise architecture. The FEAF is comprised of four separately defined but interrelated architectural layers, including business, data, applications, and technology architectures. Additional information on the FEAF can be found by selecting the Documents folder at <http://www.cio.gov>.
- k. **Federal Enterprise Architecture Program Management Office (FEAPMO)** – The Federal office responsible for monitoring compliance with the directives for establishing enterprise architectures within the Federal government agencies.

- l. Federal Enterprise Architecture Technical Reference Model Version 1.1** – A technical reference model created by FEAPMO that provides a foundation to describe the standards, specification, and technologies supporting the secure delivery, exchange, and construction of business components within the Federal Government. It is designed to facilitate cross-agency analysis and the identification of duplicative investments, gaps, and opportunities for collaboration within and across Federal agencies.
- m. Framework** – A logical structure for classifying and organizing complex information and processes. Examples include: Federal Enterprise Architecture Framework (FEAF), the Zachman Framework for Enterprise Architecture, the Spewak Enterprise Architecture Planning Framework (EAP), The Open Group Architecture Framework (TOGAF), etc.
- n. Guiding Principle** – A statement that articulates shared organizational values, underlies strategic vision and mission, and serves as a basis for integrated decision making.
- o. ITAC** – The State of Maryland Information Technology Advisory Council comprised of Chief Information Officers from the principal Departments in the State, the Baltimore City CIO, and a representative CIO from the Counties.
- p. ISP** – Internet Service Provider. A public provider of remote connections to the Internet.
- q. Layer 2 Transport** – Layer 2 of the OSI Model that refers to the data link layer. The data link layer provides reliable transit of data across a physical network link.
- r. Local Time** – Time in the Eastern Time Zone as observed by the State
- s. Metadata** – Data that is used to describe other data.
- t. MTAF** – Maryland Technical Architecture Framework.
- u. NASCIO** – National Association of State Chief Information Officers
- v. Notice To Proceed (NTP)** – A formal written notice from the Procurement Officer that work on the project or task is to begin on a specified date. This is the official start date of the project or task timeline.
- w. Offeror** – An entity that submits a proposal in response to this RFP.
- x. Procurement Officer (PO)** – The State representative for the resulting contract. The procurement officer is responsible for the contract, issuing notices to proceed, determining scope issues, and is the only State representative that can authorize changes to the contract. DBM may change the Procurement Officer at any time by written notice to the Contractor. The State's Procurement Officer is:
 - Mr. Norman Grinnell
 - Department of Budget and Management
 - 45 Calvert Street
 - Annapolis, Maryland 21401
 - Telephone: 410-260-7430
 - Fax: 410-974-3274
 - E-mail: ngrinnel@dbm.state.md.us
- y. Product Profile** – A description for set of products that are logically grouped to perform a similar technical function and includes the product vendor, product function, and supporting product requirements.

- z. RFP** – This Request for Proposals for the Maryland Technical Architecture Framework, Project Number F10R4200135, dated March 9, 2004, including any amendments.
- aa. Service Area** – A service area, or component, represents a grouping of technical services within the Technical Reference Model. It is comprised of service area categories that are logical groupings of the technical functions performed within that service area. The service area categories are further defined by the standards, specifications of that standard and a product profile.
- bb. State CIO** – The Chief Information Officer for the State of Maryland.
- cc. Target Technical Architecture** – The set of products and services that portray the future or desired technical infrastructure. The target architecture generally captures the organization’s strategic thinking and vision for information technology. Also referred to as the “to be”, or emerging technical architecture.
- dd. Technical Reference Model (TRM)** – The TRM is a part of the Technical Architecture and is defined as a taxonomy for identifying a discrete set of conceptual layers, entities, interfaces and diagrams that provides for the specification of standards. The TRM outlines and describes the technical standards, specifications, and technologies that collectively support the business of a defined enterprise.
- ee. Vendor** – A supplier of products or services to customers for a fee.

1.3 Contract Type

The Contract that results from this RFP shall be a Fixed Price Contract with indefinite quantities in accordance with COMAR 21.06.03.02 and 21.06.03.06.

1.4 Contract Duration

The contract resulting from this RFP shall be for a period of one year beginning on or about **June 23, 2004** and ending on **June 30, 2005**, with an option to renew for one additional year.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer at the address listed below:

Norman Grinnell, Procurement Officer
Department of Budget and Management
Division of Policy Analysis, Procurement Unit
45 Calvert Street, Room 113
Annapolis, Maryland 21401
Telephone #: 410-260-7430
Fax #: 410-974-3274
E-mail: ngrinnel@dbm.state.md.us

1.6 Pre-Proposal Conference

A pre-proposal conference (Conference) will be held on **March 18, 2004**, beginning at **10:00 AM**, at the Maryland Department of Transportation Headquarters Facility in Hanover, MD 21076, in the Harry Hughes Conference Room, Suite 2 – Ground Level. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

The Conference will be transcribed. A copy of the transcript of the pre-proposal conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the conference. In addition, as promptly as is feasible subsequent to the Conference, a summary of the pre-proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, it is requested that by **4:00 PM on March 16, 2004**, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call Norman Grinnell at (410) 260-7430 with such notice. The Pre-Proposal Conference Response Form is included as Attachment E. to this RFP. Offerors should limit representation to no more than three members in order to accommodate all Offerors in the space available. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

1.7 Use of “e-Maryland Marketplace”

“e-Maryland Marketplace” is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (www.dbm.state.md.us) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and DBM responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

Depending on the desired level of service, there is an annual subscription cost of \$150 or \$225. Information, including on-line subscription access, can be obtained at the e-Maryland Marketplace website at <http://www.emarylandmarketplace.com/about.cfm>.

1.8 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the pre-proposal conference. If possible and appropriate, these questions will be answered at the pre-proposal conference.

Questions will also be accepted subsequent to the pre-proposal conference. All post-conference questions shall be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.9 Proposals Due (Closing) Date

An unbound original and five (5) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than **2:00 PM** (local time) on **April 9, 2004**, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Word format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals shall allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, will not be considered. Proposals may not be submitted by e-mail or facsimile.

1.10 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.11 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

1.12 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.13 Oral Presentation

Offerors will be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offeror's of the time and place of oral presentations. Typically oral presentations occur approximately 2 weeks after the proposal due date.

1.14 Incurred Expenses

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.15 Economy of Preparation

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

1.16 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.17 Multiple or Alternative Proposals

Neither multiple nor alternate proposals will be accepted.

1.18 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

NOTE: Information which is claimed to be confidential is to be placed **after the Title Page and before the Table of Contents** in the Offeror's Technical Proposal, and if applicable, also in the Offeror's Financial Proposal. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01).

1.19 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. Subcontractors, excluding those used solely to meet MBE participation goals, must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is required under paragraph 1.23 below. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, must pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary.

1.20 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

1.21 Proposal Affidavit

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this RFP.

1.22 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment C** of this RFP. This Affidavit must be provided within five (5) business day's notification of proposed contract award.

1.23 Minority Business Enterprises

A minority business enterprise subcontractor participation goal of 10% has been established for this solicitation. The contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P.O. Box 8755, BWI Airport, Maryland 21240-0755. The phone number is 410-865-1244. The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

1.24 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

1.25 Procurement Method

This contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.26 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.27 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

In connection with a procurement contract, a person may not willfully:

- Falsify, conceal, or suppress a material fact by any scheme or device;
- Make a false or fraudulent statement or representation of a material fact; or
- Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.28 Non-Visual Access

The Offeror shall warrants that the information technology offered under this proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror shall further warrant that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. The phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

1.29 Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at the following URL:

<http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>>

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SECTION 2 – OFFEROR MINIMUM QUALIFICATIONS

2.1 Offeror Experience

A. The Offeror and the Offeror's key personnel must have demonstrated experience in developing and implementing one or more of the following enterprise-wide architecture projects for a state government, a Federal government agency, or a large enterprise (other than the Offeror's) consisting of two or more divisions totaling more than 5,000 end-users:

- An enterprise architecture framework or model project
- A technical architecture framework or model project
- A technical reference model project

AND

B. The Offeror must also have demonstrated experience in developing and documenting **technical standards and best practices at the enterprise level** for a state government, a Federal government agency, or a large enterprise (other than the Offeror's) consisting of two or more divisions totaling more than 5,000 end-users.

AND

C. The Offeror's experience and the Offeror's key personnel's experience in both A and B above, must be recent (within the past 2 years) and must have been performed by the Offeror's Corporation.

The Offeror must meet the qualifications outlined in all three sections, **A. and B. and C.** above, in order to meet the minimum qualifications for this RFP.

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SECTION 3 – SCOPE OF WORK

3.0 Purpose/Goal

The State of Maryland has a critical need to collect, consolidate, and classify information about individual agency technology resources in order to support cross-agency standardization and analysis of duplicative investments, gaps, and opportunities for collaboration within and across State agencies. The State's primary driving force at this time is to enable interoperability across platforms and services, while ensuring that technology is used cost-effectively to support the business of State government.

The goal of this RFP is to establish a technical architecture framework and technical reference model (TRM) to facilitate an orderly, structured classification of technology resources, standards, and best practices within the State using an automated software toolset.

3.1 Background

As State agencies forge ahead with individual development plans for highly sophisticated and complex technology solutions to support their missions, there is a need for the State to apply an enterprise approach to managing the IT infrastructure as a whole. In order to ensure that the State can support the secure, efficient, reliable, and cost-effective delivery of services to citizens, a technology foundation is needed that is based on standards and best practices. These goals will be accomplished by developing an enterprise-wide technical architecture that establishes a structured, holistic, consolidated view of the State's technology environment. It will provide guidance to agency IT managers for planning future activities in an orderly, efficient manner through the use of underlying principles, standards, and best practices. By using the standards within the technical architecture, IT managers will be assured that they are implementing the most effective technical solution to achieve the desired service and agencies will be able to share information and resources at all levels of government. When developed, the technical architecture will drive change in the technical environment towards interoperability, cost-efficiency, consolidation, resource sharing, disaster recovery, and the productive use of technology.

The development of an overarching technical architecture framework is an important and necessary next step in providing the ability to complete a base set of standards for State technology resources. The most important aspect of the technical architecture framework is the model, which will define all of the service areas of the State's technical architecture and their relationships. From this foundation, the State will then follow a roadmap to drill down and select core architecture service area categories for detailed standards and product profile development in a structured progression over a period of time.

The Federal Government has recently published several key, inter-related documents pertaining to Enterprise Architecture, including a Technical Reference Model. The Federal TRM, Version 1.1 can be found at the following link: http://feapmo.gov/resources/fea_trm_release_document_rev_1.1.pdf. Although this model may not suit the State's needs specifically, it serves to describe the concept of what is required for the State. Knowledge and awareness of the Federal model can also serve to facilitate interoperable architectures between State and Federal government entities in the future.

3.2 Current Environment

The State capital of Maryland is located in Annapolis, with many government offices in this historic city supporting the three branches of government – Executive, Legislative, and Judiciary. A second concentration of State offices is found in the Baltimore region and the remaining offices are spread geographically across the State. The Department of Budget and Management (DBM) is currently implementing a common, shared, statewide network infrastructure called “networkMaryland” to allow wide area connections for applications, distance learning, and intra-State communications in a cost-effective manner. The DBM has also developed a State web portal: www.maryland.gov to provide a consolidated view for citizens and government entities into information and services that State agencies have to offer. Some agencies are in the process of implementing the same or similar portal technology for specific agency services, and the DBM completed its first release of the www.dbm.maryland.gov portal in April 2003.

The Office of Information Technology (OIT) within DBM is responsible for providing technical leadership and guidance to all agencies in the Executive Branch of the State. The IT Investment Management Division (ITIM) tracks major development projects for approximately 67 agencies, 58 of which are included in the scope of this RFP. A list of the agencies included in the scope can be found in Attachment G. Each of these agencies submits an annual IT Master Plan that outlines the overall mission of the agency, the current IT environment, and a description of the strategic projects in progress and planned. The OIT reviews IT Master Plans and major project requests to assure that State agencies implement successful information technology (IT) development projects and establishes direction for the productive and efficient use of information technology at the statewide level. The OIT has established a standard System Development Life Cycle (SDLC) procedure for statewide use on all major IT projects. The State’s SDLC can be found on the DBM Portal at:

<http://www.dbm.maryland.gov/communities/community.asp?UserID=2&CommunityID=226&Folder=2512|2519|2520>.

There are three major data centers in the State, which are operated by individual agencies – Comptroller, Department of Transportation (MDOT), and Department of Public Safety and Correctional Services (DPSCS). The statewide financial applications used for budgeting and requisitions by all agencies run on the Annapolis Data Center’s mainframe operated by the Comptroller’s Office. The Department of Human Resources (DHR) also leases mainframe resources from a data center managed by IBM in Gaithersburg.

About half of the agencies listed in Attachment G. have a Wide Area Network (WAN) connecting operations in regional offices throughout the State to their headquarters office. The statewide network infrastructure, networkMaryland, is being developed in phases and has already provided shared WAN resources for 65% of the Executive branch agencies. NetworkMaryland provides Layer 2 data transport throughout the State, ISP connectivity, and a statewide Intranet capability. This network will become the statewide standard for data connectivity for all agencies by July 2005.

There are currently no statewide standards in place for network operating systems, email services, directory services, hardware, software, database management, configuration management, web development, content management, presentation, etc. There is a security policy and associated IT security standards in place.

3.3 General Work Requirements

This RFP defines the professional services that the Contractor will deliver, and the responsibilities of both the Contractor and DBM. The Contractor will render services under this RFP upon receipt of the Notice to Proceed from DBM. Any work that is performed before the receipt of a Notice to Proceed from DBM shall be performed at the Contractor's risk of non-payment.

3.3.1 Security Policy

The Contractor shall ensure adherence to the State of Maryland's current IT Security Policies and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. A copy of the most recent document can be found on the DBM web page www.dbm.maryland.gov under the Technology folder. The entire link can be found in Attachment G. - Section II. Additional References.

3.3.2 Methodology

The Contractor shall utilize a formalized approach, approved by the CM, for all records and project documentation. The Contractor may refer to the State's SDLC for guidance in this area.

3.3.3 Insurance

3.3.3.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the contract by the Contractor, its agents, servants, employees or subcontractors.

3.3.3.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State, their officials, employees, their agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.

3.3.3.3 The State of Maryland will be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage. Certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, thirty (30) days advance notice of any non-renewal or cancellation. All insurance policies must be with a company licensed to do business in Maryland.

3.3.3.4 The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the Department with the same documentation as is required of the Contractor.

3.3.4 Work Location

The base location of operations for performance under this contract is Annapolis, MD. Travel expenses directly related to the performance of the tasks outlined in the proposal, including visits to State agencies beyond a **20-mile** radius of 45 Calvert Street, Annapolis, MD, will be reimbursed at the current State rates for travel. No travel expenses to and from the base location to the contractor's site will be reimbursed. No living expenses will be reimbursed.

3.4 Specific Work Requirements

The Contractor shall perform the following discrete major tasks in developing the Maryland Technical Architecture Framework, within the scope of this RFP:

1. Develop overall project management and project work plan.
2. Research and document the State's business drivers.
3. Define guiding principles and templates.
4. Develop the Baseline Technical Reference Model (TRM).
5. Acquire and implement architecture development toolset software.
6. Populate the architecture toolset repository.
7. Develop a roadmap for completing the technical architecture.
8. Define technical standards for two (2) selected service areas within the TRM.
9. Present formal architecture education awareness seminars.
10. Define additional technical standards to complete 100% of the TRM.
11. Develop a target architecture transition plan.
12. End of contract transition.

The most likely scenario for the order of completion of these tasks is that the State will issue multiple NTP's for several tasks at once, for example: Tasks 1 through 4; Tasks 5 & 6; and Tasks 7 & 8. The NTP's for Tasks, 9, 10, 11, and 12 may be issued individually.

The vendor will use high-level business information about the State to ensure that the resulting customized framework will mesh with the State's overall mission, IT project goals, and strategic business objectives. The vendor will develop a technical architecture framework that will become the foundation for the State's enterprise architecture program and serve the needs of the State into the future (5 – 7 year horizon). The scope of the technical "enterprise" will be limited to the 58 agencies listed in Attachment G. Links to additional reference material are also included in Attachment G. Additional detail for each of the tasks is described in Section 3.4 below.

The following schematic depicts various elements referenced in this RFP, the relationships between them, and the desired outcomes:

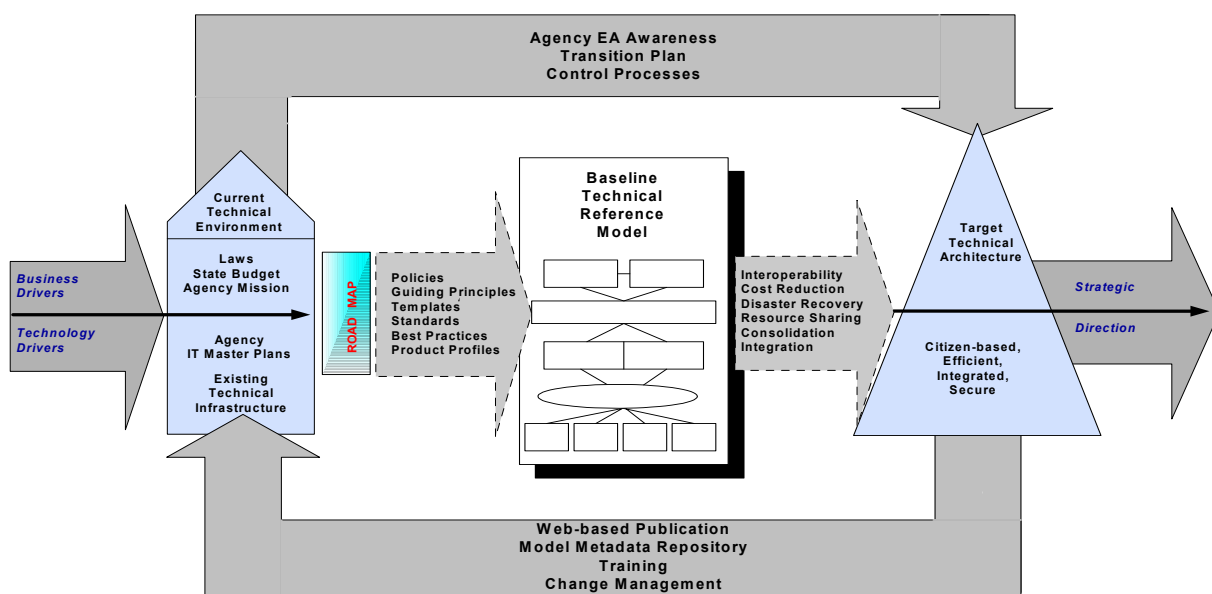


Figure 1 Maryland Technical Architecture Schematic

Detailed work requirements for each of these major tasks are specified in the sections below:

3.4.1 Develop overall project management and project work plan.

The Contractor's project team shall meet with the CM and other State representatives at the beginning of the project for a Project Kick Off meeting. This meeting will be held at DBM in Annapolis.

The Contractor shall develop a detailed project management and work plan (including a work breakdown structure and assigned resources [WBS]) for defining and implementing the State's Technical Architecture Framework, including all of the activities outlined in the scope of this RFP. This plan shall be entered into MS Project 2000 and reviewed and approved by the State Contract Manager (CM). This plan shall be updated bi-weekly by the Contractor with additional tasks, completions, and details as the project progresses and shall be submitted by the Contractor's Project Manager for review and approval in a bi-weekly progress meeting held by the CM. The bi-weekly progress meetings will be scheduled in advance by the CM, and will last approximately one and one-half hours. The Contractor shall document the minutes of the progress meetings held and submit the minutes to the CM for review and approval by the end of the second working day after the progress meeting was held.

The Contractor shall complete a written status report on a monthly basis and submit it to the CM on the last working day of each calendar month. The monthly status report shall reflect hours worked by task and by resource for that calendar month, task accomplishments for the month, plans for the next month and any issues or delays in schedule. The first and last monthly status report may cover a partial month. The hours documented in the status report shall match the hours billed in the Contractor's invoice. See Section 3.9 pertaining to invoicing.

In addition, each month the Contractor shall prepare a brief (15 – 30 minutes) oral presentation describing the progress of the project that shall be given at the regularly scheduled monthly Information Technology Advisory Council (ITAC) meeting. The Contractor shall plan on a maximum of 6 progress report presentations.

ID	Deliverables for 3.4.1:	Estimated Completion:
3.4.1.1	Project Kick off meeting	NTP + 1 day
3.4.1.2	Completion of document describing the Contractor's overall project management plan and work plan [WBS] in MS Project 2000 to define/implement the Technical Architecture Framework.	NTP + 10 days
3.4.1.3	Completion of minutes from bi-weekly progress meetings.	Bi-weekly + 2 days
3.4.1.4	Completion of written project progress reports.	End of each calendar month.
3.4.1.5	Completion of oral project progress reports to ITAC.	One per month on scheduled ITAC meeting dates

3.4.2 Research and document the State's business drivers.

The Contractor shall review agency mission statements and IT Master Plans (ITMPs), where available and as determined by the CM, from the list of agencies in Attachment G, to obtain an understanding of the State's high-level business processes and drivers. The Contractor shall establish the Level I (20,000-foot) to Level II (10,000-foot) view of the State's enterprise, as defined by the Federal Enterprise Architecture Framework (FEAF) Version 1.1. See reference to the FEAF in Attachment G. The Contractor shall review other technical documents, including existing standards documents, adopted

policies and laws that pertain to technical standards, in order to obtain an accurate assessment of the State's high-level business functions relevant to information technology. The CM will provide these documents to the Contractor, as needed.

The Contractor shall meet with the State CIO, OIT representatives, and other representative IT leaders within the State to gather information about current or proposed standards and plans. The Contractor shall plan to meet with at least one agency IT leader for each agency in the list of agencies in Attachment G. The purpose of these meetings will be to gather information about technology and standards that exist in individual agencies.

The Contractor shall summarize the research conducted in a brief report describing the high-level business drivers that have and will influence technology decisions in the State. The report shall include the materials reviewed and the persons interviewed. The report shall describe the State's high-level business drivers and how they influence the technology that is used currently. The report will also describe how the business and technology trends may influence the use of technology in the future, i.e., the target technical architecture. The report shall be submitted to the CM for review and approval.

ID	Deliverables for 3.4.2:	Estimated Completion:
3.4.2.1	Completion of a brief report on the research conducted by the Contractor on the State's business drivers, including names of persons interviewed and materials researched.	NTP + 40 days

3.4.3 Define guiding principles and templates.

The Contractor shall develop a document as part of the technical architecture framework that provides a set of guiding principles for the technical reference model and the standards. These guiding principles shall describe the general direction for development of specific standards. They shall also determine how a particular standard will be adopted. For example, a guiding principle may be that the State does not use the initial release of any hardware or software vendor offering.

The Contractor shall develop a set of documents that will be used as templates for the data to be captured and stored in the TRM and to explicitly define each standard within the TRM. The Contractor shall define templates for several levels of granularity with the TRM – for example, all services, a specific service, and the specific service standards. The Contractor shall research examples of pre-defined templates for these areas, which can be found in the Enterprise Architecture Development Tool-Kit Version 1.0, designed by NASCIO. Both the guiding principles and templates shall be designed and recorded in an MS Office format and submitted to the CM for review and approval.

ID	Deliverables for 3.4.3:	Estimated Completion:
3.4.3.1	Completion of the documents describing the guiding principles for the Technical Reference Model and standards in MS Office format.	NTP + 45 days
3.4.3.2	Completion of the various templates that will be used to define the service areas and the standards in MS Office format.	NTP + 45 days

3.4.4 Develop the Baseline Technical Reference Model (TRM).

The Contractor shall develop a Technical Reference Model that includes major service areas and architectural elements for platforms and services appropriate for the State. The relationships between the service areas shall be outlined and described. The information shall be documented in the templates described in 3.4.3 and shall also be represented pictorially in a model format. This will become the

blueprint for the State’s technical architecture and will represent both the current “as is” and future “to be” pictures of technology. The future model architecture shall be viable for at least five years into the future. The technical architecture shall establish the framework for the identification of information services and their relationships, and shall provide for a set of standards and a common technical vocabulary.

The Contractor shall utilize experience and knowledge of existing frameworks and models that have been developed by other states, NASCIO, Federal agencies and working groups, such as the FEAF. Information on these models is available on various web sites.

- NASCIO
- TRM - FEAPMO
- FEAF
- Various states including, but not limited to, Arizona, Missouri, Kansas, Georgia

The Contractor shall work with the ITAC in developing the technical reference model. A draft document shall be submitted to the ITAC and the CM for review and approval. All final deliverables associated with this task shall be submitted to the CM for review and approval.

ID	Deliverables for 3.4.4:	Estimated Completion:
3.4.4.1	Completion of the Baseline Technical Reference Model, in electronic format, and accepted by the CM.	NTP + 90 days

An example of a Technical Reference Model used by another state is shown below:

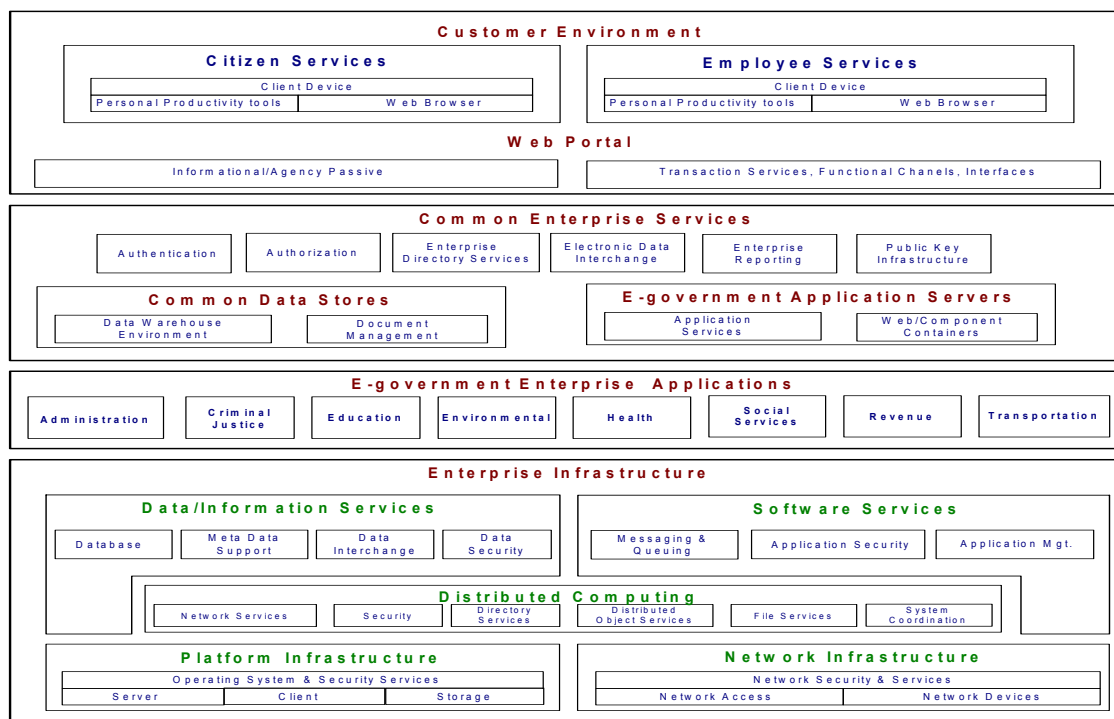


Figure 2 Example of a State Technical Reference Model

3.4.5 Acquire and implement architecture development toolset software.

As this technical data is acquired from the individual agencies and standards are developed, it becomes very important from a practical standpoint to be able to store this information electronically in a repository that is suitable for modeling and retrieving data in a logical, structured manner. The technical standards must be easily accessed by individual agencies so that effective decisions can be made concerning IT strategic development. An architecture toolset will provide this capability, and will enable centralized updates and maintenance of the technical data, as well as facilitating a statewide view of the infrastructure. The toolset must support the capability to create and update models, support graphical representation of various models, metadata storage and retrieval of various object types, the capability to easily import and export data and objects, the capability to easily transform the model and data into web presentation and various MS Office formats, and the capability to display varying levels of granularity within the model with graphical and textual views from the database. The software toolset must be a commercially available COTS product that runs in a Windows NT environment.

3.4.5.1 License. The Contractor shall acquire and install the architecture toolset in the State's environment. The Contractor shall acquire a technical architecture development software toolset license to accomplish related tasks in the RFP. The software license shall include necessary permissions required for the software to be loaded on a production server to be supplied by the State. The Contractor shall confirm that the necessary hardware and operating system is in place within 5 calendar days of NTP. The software toolset shall be used for design, development, and testing of a user changeable and definable technical reference model and supporting technical metadata in the form of standards and product profiles. The license shall include 2 seats. The Contractor shall transfer ownership of all license agreements necessary for identified software to the State upon State acceptance. All software licenses must be perpetual and non-exclusive. The State shall have the option to purchase maintenance and product support on a renewable basis in one-year increments after the warranty period expires.

3.4.5.2 Software Installation and Acceptance. The Contractor shall deliver and install the Software for the Architecture toolset within 10 business days of the State's NTP for this task. The Architecture toolset must perform as specified by the Software vendor for a period of 10 consecutive business days after the installation of the Architecture toolset by the Contractor on the State's server. Upon completion of the 10-day acceptance period, the CM shall issue to the Contractor notice of acceptance or rejection of the deliverables.

In the event of rejection, the Contractor shall use all reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible. If the Software fails to perform to the manufacturer's specification and the Contractor fails to correct the problem within five business days of notification of the failure by the State, the State may order the Contractor to remove the Software and the State shall have no obligation to pay the Contractor for the Software toolset. If the Software is not accepted within 10 business days, unless otherwise specified by the CM, then Contractor must notify the CM of the risk associated with delay in writing. Follow-on tasks may not continue until this deliverable is satisfied, or CM acceptance, or waiver for the condition associated with non-acceptance.

3.4.5.3 Initial Software Training. The Contractor shall train the designated State personnel (no more than 3 people) in the use of the software toolset, including set-up, maintenance, and use of all of the functions and options utilized in the State's installation of the toolset. The Contractor shall provide the State architecture developers 2 copies of all software documentation and training manuals. The CM shall accept this deliverable as complete upon demonstration by the State personnel to the CM that the training, knowledge, and documentation of the toolset is satisfactorily transferred to the designated State personnel prior to the completion of this task.

3.4.5.4 Software Warranty. The software toolset shall operate under warranty after acceptance by the CM for a period of at least ninety consecutive calendar days in accordance with the Software

manufacturer's functional and technical specifications. During the Warranty Period, the Contractor shall correct any error through the software vendor and obtain customer/service support without additional charges to the State. Normal service hours will be from 8:00a.m. to 5:00p.m. Local Time, Monday through Friday, excluding State Holidays. Customer response and service shall be performed before the end of the next business day from receipt of notice for support. Help desk support shall be arranged by the Contractor through the Software vendor and be available by telephone during normal service hours. Contractor responsibility shall end after State acceptance of the last task ordered by the State under the Contract.

3.4.5.5 Software Maintenance. During the initial and subsequent purchased Maintenance periods, the Contractor shall arrange for customer support/product maintenance including software upgrades, telephone technical support, service packs and/or patches related to the software at no extra charge to the State. Contractor responsibility for maintenance shall end after State acceptance of the last task ordered by the State under the Contract.

ID	Deliverables for 3.4.5:	Estimated Completion:
3.4.5.1	Confirm hardware for toolset and underlying operating system software is ready for installation.	NTP + 5 days
3.4.5.2	Implement architecture software. Install test model and test data.	NTP + 10 days
3.4.5.3	Test and demonstrate functionality to CM for acceptance of software.	NTP + 20 days
3.4.5.4	Training, knowledge, and documentation of the toolset is satisfactorily transferred to the designated State personnel prior to the completion of this task as demonstrated to and accepted by the CM.	NTP + 100 days

3.4.6 Populate the architecture toolset repository.

The Contractor shall use the Architecture toolset to define and implement the Technical Reference Model and all of its metadata contents. The Contractor shall define the model within the repository, using the toolset, to support varying levels of granularity and user views. The Contractor shall develop the model using graphical representations that are customized for the State of Maryland's technical reference model. The Contractor shall test the model in the toolset and demonstrate the successful execution of the model within the toolset to the CM for acceptance.

The Contractor shall then populate the repository with all of the existing technical data gathered as of the date this task is started, including guiding principles, technical standards information, product profiles, and any other supporting contextual data gathered. The Contractor shall ensure that the model functions in a way that will allow users to drill down into the model, by selecting graphical representations of the service areas, and displaying information in increasing levels of detail from the metadata and objects stored on the repository. The Contractor shall test the populated data model within the toolset and demonstrate the successful execution of the model within the toolset to the CM for acceptance.

The Contractor shall ensure that model and metadata supports an easy conversion to web presentation formats. The Contractor shall complete and test a web-based version of the technical reference model, using the architecture toolset. The Contractor should use the recommendations outlined in the metadata management strategy, if complete, otherwise the guidance from the CM. The Contractor shall demonstrate the web-based version of the model to the CM for acceptance.

The Contractor shall train the designated architecture developers (no more than 3 personnel) in the maintenance of the technical reference model and the data repository. The Contractor shall impart sufficient knowledge so that designated State personnel are able to add, delete, change, import, export, and convert any or all of the objects and content in the technical reference model. The CM will accept

this task as complete upon demonstration by the designated trainees that sufficient knowledge has been obtained to perform maintenance on the model using the toolset.

ID	Deliverables for 3.4.6:	Estimated Completion:
3.4.6.1	Completion of the State's installed and tested technical reference model into the toolset and acceptance from CM.	NTP + 30 days
3.4.6.2	Completion of a fully automated technical reference model, using the architecture toolset, with all previously developed guiding principles, product profiles, technical standards and other related information functioning within the repository and acceptance from CM.	NTP + 90 days
3.4.6.3	Completion of a web-based version of the technical reference model, using the architecture toolset and acceptance from CM	NTP + 100 days
3.4.6.4	Completion of in-depth training on maintenance of technical reference model for architecture development users.	NTP + 110 days

3.4.7 Develop a roadmap for completing the technical architecture.

The Contractor shall develop and document a roadmap or development plan that the State will use to continue developing the detailed standards contained within the Technical Reference Model. The roadmap shall describe the most logical sequence to completing the standards using an incremental approach. Each increment shall include a description of the scope or boundaries of the segment, the tasks required to complete the standards within that segment, any related tasks involved, expected benefits to be achieved, and an estimated effort to complete the segment.

The priorities set in the roadmap shall be based on the following goals for the State:

- **Interoperability** – The ability of systems and data to operate in conjunction with each other seamlessly, via the use of common specifications/standards.
- **Cost-reduction/Savings** – Reduction in budgeted costs resulting from the IT investment.
- **Consolidation / Integration** – Combining multiple entities into an integral whole.
- **Security/Disaster recovery** – Restoring an IS to full operation after an interruption in service.
- **Resource sharing** – Sharing resources and services between computers. Also, component reusability.

The Contractor shall work with the ITAC in developing the roadmap. A draft document shall be prepared for review by the CM and ITAC. All final deliverables associated with this task shall be submitted to the CM for review and approval.

ID	Deliverables for 3.4.7:	Estimated Completion:
3.4.7.1	Completion of the roadmap describing the steps to completely populate the Technical Architecture, TRM, and standards.	NTP + 30 days

3.4.8 Define technical standards for two (2) selected service areas within the TRM.

The Contractor shall complete the development of selected technical standards within the model for the following two service areas and their associated service area categories:

1. Electronic Service Access and Delivery Area:
 - Collaboration / Messaging – e.g. Email, etc.
 - Supporting Network Services – e.g. Directory Services, Simple Mail Transfer Protocol, etc.
 - Service Transport – e.g. Internet Protocol, etc.
 - Other associated categories within this Service Area.
2. Web-based Application Service Delivery Area:
 - Browsers
 - Service Transport – e.g. Internet Protocol, Domains, etc.
 - Presentation Formats
 - Other associated categories within this Service Area.

Because the State has a need to address technical complexities associated with agencies' use of diverse email platforms, directory services, network protocols, and IP addressing, the Contractor shall be required to complete the technical standards associated with this service area first. These standards will then define and complete a service area of the technical reference model. The Contractor shall use the guiding principles and templates defined in Section 3.4.3.

Because the State has been rapidly developing and deploying web-based applications and portal technology to increase citizen access to State services electronically, there is a need to address standards for these services quickly. If this option is exercised, the Contractor shall be required to complete technical standards to support the State's use of web-based service delivery first. These standards will then define and complete a service area of the technical reference model. The Contractor shall use the guiding principles and templates defined in Section 3.4.3.

In order to complete the technical standards and associated products for the service area(s), the Contractor shall gather information about the current technologies in use by the agencies for these services. The Contractor shall perform an inventory of the agencies included in the scope of this RFP as listed in Attachment G in order to gather this information. The Contractor shall record and store the technical information gathered in the architecture toolset repository.

The Contractor shall work with the ITAC in developing the standards. Draft documents shall be prepared for review and approval by the CM. All final deliverables associated with this task shall be submitted to the CM for review and approval. The Contractor shall record the technical standards information in the architecture toolset repository.

ID	Deliverables for 3.4.8:	Estimated Completion:
3.4.8.1	Completion of the inventory, categories, product profiles, and standards documents (using previously defined templates) for the Electronic Service Access and Delivery service area and recorded in the architecture toolset repository.	NTP + 140 days
3.4.8.2	Completion of the inventory, categories, product profiles, and standards documents (using previously defined templates) for the Web-based Delivery service area and recorded in the architecture toolset repository.	NTP + 155 days

3.4.9 Present formal architecture education awareness seminars.

The Contractor shall prepare a series of five (5) presentations designed to educate and increase awareness of enterprise architecture concepts for the State's IT stakeholders'. Each of the five presentations shall last approximately 1 to 2 hours and will describe a unique aspect of a mature Enterprise Architecture program. The presentations shall be tailored to be relevant for the State of Maryland. The audience for these EA seminars will be the ITAC and select members from the State's IT leadership community. Some examples of material to be covered are:

- General EA Concepts and Terminology
- Importance – Benefits
- Frameworks – Examples
- Investment Management, Governance, Process Improvement
- Success Stories

ID	Deliverables for 3.4.9:	Estimated Completion:
3.4.9.1	Completion of EA Education awareness Seminars as follows: 1 st Session 2 nd Session 3 rd Session 4 th Session 5 th Session	NTP + 10 days NTP + 20 days NTP + 30 days NTP + 40 days NTP + 50 days

3.4.10 Define additional selected technical standards to complete 100% of the TRM.

The Contractor shall complete the development of technical standards for additional selected service areas within the partially completed TRM (2 service areas), based upon the priorities established in the completed roadmap in Section 3.4.7, and with approval from the CM. Upon completion of this task, the TRM should be 100% populated. The Contractor shall use the guiding principles and templates defined in Section 3.4.3.

The Contractor shall select the remaining service areas within the model based upon the roadmap and complete the product profiles, technical standards, and best practices for the service area categories associated with the remaining service areas in order to complete 100% of the TRM. The service areas selected shall be addressed in the order outlined in the roadmap, which will facilitate the drive towards interoperability and consolidation within the State. The order in which the standards are completed shall be approved by the CM before the Contractor begins developing the technical standards for that service area.

In order to complete the technical standards for the remaining service areas, the Contractor shall gather and record information about the current technologies in use by the agencies for these segments. The Contractor shall perform an inventory of the agencies included in the scope of this RFP as listed in Attachment G in order to gather this information. The Contractor shall store the technical information gathered in the architecture toolset repository.

The Contractor shall work with the ITAC in developing the standards. Draft documents shall be prepared by the Contractor for review and approval by the CM. All final deliverables associated with this task shall be submitted to the CM for review and approval. The Contractor shall store the technical standards information in the architecture toolset repository.

ID	Deliverables for 3.4.10:	Estimated Completion:
3.4.10.1	Completion of the agency inventory of current technologies in use and electronic recording of this information (using previously defined templates) and updated in the architecture toolset repository.	NTP + 60 days
3.4.10.2	Completion of and electronic recording in the architecture toolset of the categories, product profiles, and standards (using previously defined templates) for additional (approved) selected service areas to complete 100% of the TRM.	NTP + 160 days

3.4.11 Develop a target architecture transition plan.

The Contractor shall perform a gap analysis based upon the information about the State's current technology in use contained in the Baseline Technical Architecture and the desired standards as well as the goals outlined in Section 3.4.7. Working with the ITAC and the CM, the Contractor shall develop a target architecture transition plan to drive change for the State's technology resources towards the Target Technical Architecture with a 5-year horizon. The transition plan should include a high-level cost/savings analysis using typical industry averages, as well as other tangible and intangible benefits from interoperability, consolidation, resource sharing, etc. The transition plan should include recommended next steps to achieve the Target Technical Architecture, as well as recommended next steps for the enterprise architecture program within the State.

The Contractor shall design a control and review process for the OIT and state agencies to monitor compliance with standards. The Contractor shall establish a change review process, including timeframes, for maintenance of the technical standards and the model.

ID	Deliverables for 3.4.11:	Estimated Completion:
3.4.11.1	Completion of the target architecture technical architecture transition plan and acceptance by the CM.	NTP + 60 days
3.4.11.2	Completion of the document describing the control and review process for monitoring compliance with standards and change control for standards maintenance and acceptance by the CM.	NTP + 90 days

3.4.12 End of Contract Transition.

The Contractor shall support activities related to transition and project completion requested by the CM. Examples of these activities include a final project de-briefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. The Contractor will ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel.

ID	Deliverables for 3.4.12:	Estimated Completion:
3.4.12.1	Final project de-briefing meeting	NTP + 15 days
3.4.12.2	Delivery of all project materials, final reports, electronic media, etc. and final acceptance by CM.	NTP + 15 days

3.5 Availability of Staff

3.5.1 Availability of Key Personnel

Offerors shall ensure the identified key personnel will be available to perform Contract requirements. Contractor key personnel shall not be reassigned to another task without the written concurrence of the State's CM for 180 calendar days from the Contract award date. If any key personnel leave the employment of the Contractor, or are approved for reassignment by the State's CM, the replacement must have equal or better qualifications than those listed in Section 3.6.1 and be approved by the State's CM as outlined in Section 3.5.4.

3.5.2 Substitution of Key Personnel

During the first 180 calendar days of the Contract performance period, no substitutions of key personnel will be permitted unless such substitutions are necessitated by extraordinary circumstances such as sudden illness, death, or as otherwise approved by the CM. In any of these events, the Contractor shall promptly notify the CM and provide the information required by Section 3.5.4.2. After the initial 180 calendar day period, all proposed substitutions of key personnel must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the CM, with the information required in Section 3.5.4.1. The CM must agree to the substitution in writing before such substitution shall become effective.

3.5.3 Availability of Other Personnel

Individuals assigned and accepted as personnel for the tasks within this Contract are expected to remain dedicated to the Contract for the duration of the task. Substitutions will be allowed only when the CM specifically agrees to the substitution in writing.

3.5.4 Substitutions of Other Personnel

3.5.4.1 All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed by the Offeror and evaluated and accepted by the CM. The burden of illustrating this comparison shall be the Contractor's. The resumes of the initially assigned personnel shall become the minimum requirement for qualifications for the duration of the total Contract term. If one or more of the personnel are unavailable for work under this Contract for a continuous period exceeding 15 calendar days, the Contractor shall immediately notify the CM and propose to a replacement with personnel of equal or better qualifications within 15 calendar days of notification. All substitutions shall be made in accordance with this provision.

3.5.4.2 All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, a resume of the proposed substitute (See Section 3.5.4.3), and any other information requested by the CM to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially proposed for key personnel; the burden of illustrating this comparison shall be the Contractor's.

3.5.4.3 Resumes shall be signed by all substituting individuals and their formal supervisor, and the official resume of the previous employee shall be provided for comparison purposes.

3.6 Personnel

3.6.1 Key Personnel

Certain senior and highly skilled personnel are essential for successful Contractor performance on this project. Offerors shall identify the two key personnel listed below. Key personnel must meet the minimum requirements for experience and proficiency to be eligible for these labor categories.

3.6.1.1 Project Manager – Successful experience in managing enterprise architecture development projects for large enterprises (other than the Offeror's enterprise), consisting of two or more divisions totaling 5,000 or more end users, and successful management of large information technology projects from initiation to completion, demonstrating skill in all aspects of project management.

3.6.1.2 Principal Architect – Successful recent (within 1 year) experience in leading the development of an enterprise-wide technical reference model or technical architecture framework project at the Federal or State level, or within a large enterprise (other than the Offeror's enterprise), consisting of two or more divisions totaling 5,000 or more end users.

3.6.2 Other Personnel

The Offerors shall propose additional labor categories to fulfill the requirements contained this RFP. The State envisions that some of the additional labor categories would include personnel with qualifications similar to the labor categories listed in the following sample labor categories. At least one of the proposed personnel shall have experience utilizing the proposed architecture software toolset. However, the Offeror may choose to propose different labor categories for some or all of the tasks outlined in Section 3.4.

3.6.2.1 Senior Systems Engineer – Successful recent (within 2 years) experience in developing and implementing enterprise-wide engineering and/or integration solutions within a enterprise consisting of multiple business units totaling at least 1,000 end users. Successful recent experience in analyzing and documenting enterprise wide system environments, including hardware, software, and middleware components, such as operating systems, servers, network, security, and email services.

3.6.2.2 Senior Network Engineer – Successful recent (within 2 years) experience in engineering and implementing enterprise-wide infrastructure solutions across wide area and local area communications channels within a enterprise consisting of multiple business units totaling at least 1,000 end users.

3.6.2.3 Senior Standards Engineer - Successful experience establishing technical standards, creating policies, and writing guidance documents that are clear, concise, and easy to use. Above experience must be within an enterprise consisting of multiple business units totaling at least 1,000 or more end users.

3.6.2.4 Technical Specialist – Successful recent (within 2 years) experience in documenting enterprise architecture objects and artifacts, both manually and in an automated architecture toolset. Successful experience in utilizing MS Office products to create templates, documentation, correspondence, spreadsheets, and data.

3.6.2.5 Administrative Specialist – Successful recent experience with creating documents and manuals and in managing documents and records. Experience with documenting technical meeting minutes and creating technical presentation materials. Successful experience in utilizing MS Office products to create templates, documentation, correspondence, spreadsheets, and data.

3.7 Government Furnished Equipment

The Contractor will be provided working space at for up to 7 personnel at 45 Calvert Street, Annapolis, Maryland. Parking facilities are available nearby, however, any parking fees are at the Contractor's expense. The Contractor will not be allowed to connect their personal or business computers to the State's network.

The following equipment shall be provided for a maximum of 7 personnel:

- Desk, chair, and phone
- Desktop Computer (Windows 2000 Office Suite, Outlook, Internet access)
- Access to the DBM network for State-supplied computer only
- Consumable office supplies,
- Meeting rooms by appointment
- Access to office printers

3.8 Acceptance of Services

The Contractor will submit documentation as specified in the RFP for all Services deliverables upon completion, in the format and medium previously designated by the CM, to the CM for testing, and/or review and acceptance. The Contractor will memorialize such delivery in a Receipt of Deliverables Confirmation (see Attachment H), which sets forth the nature of the deliverables and the date of their delivery. The CM will countersign the Receipt of Deliverables Confirmation to indicate receipt. The CM will begin acceptance testing or review following receipt of the deliverables. Upon completion of such testing or review, the CM will issue an Acceptance of Deliverables document (see Attachment I) that provides notice of acceptance or rejection of the deliverables.

If the CM does not accept the item within 5 business days, the Contractor shall notify the CM in writing of the risk associated with the delay. In the event of deliverable rejection, the Contractor will make every reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible. If the Contractor fails to correct the problem within five business days of notification of the failure by the State, follow-on project items may not continue until deliverable is satisfied, or CM acceptance or waiver for the condition associated with non-acceptance.

3.9 Invoices

All invoices shall be submitted monthly no later than 15 calendar days after the end of the invoice period and include the following information: name and address of the State agency being billed, vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, Invoice Period, Invoice Date, Invoice Number, Amount Due and the Purchase Order Number(s) being billed. A pre-authorized representative must sign each invoice. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

Each invoice shall be itemized to include:

- 1.) **For each discrete Fixed Price Service deliverable:** An invoice dollar amount due for each deliverable against which work was done in the month covered by the invoice to include a further breakdown of the labor categories and hours expensed against each labor category.
- 2.) **For the Software component:** An invoice dollar amount for the software. If applicable, an invoice dollar amount for the first purchased maintenance/support period for the Software component.

- 3.) **For retainage:** When a discrete deliverable is accepted by the Contract Manger, submit an invoice for payment of the retained amount.
- 4.) **For each invoice:** In addition to meeting the general invoice requirements above, provide the cumulative retainage amount for each discrete deliverable.
- 5.) **For each invoice:** Contain a recap section detailing cumulative billings to date by deliverable and dollar total invoiced including the month for which the invoice was submitted, and cumulative retainage to date by deliverable and a retainage total including the month for which the invoice was submitted.
- 6.) **For each invoice:** Include a Summary Page that lists: Estimated hours to complete each deliverable and the estimated cost to complete each deliverable for which a NTP has been issued.

SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall submit proposals in two separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

4.2 Proposals

Volume I-Technical Proposal must be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). An unbound original, so identified, and **five (5)** copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Word format must also be submitted with the unbound original technical or financial volumes, as appropriate. Electronic media may be 3-1/2” diskette or CD and shall bear a label on the outside containing the RFP # and name, the name of the Offeror, and the volume number.

4.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.

All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page “x”).

4.4 Volume I – Technical Proposal

4.4.1 Transmittal Letter

A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror’s responsibilities in Section 1.19.

4.4.2 Format of Technical Proposal

Technical proposals must be submitted in a separate sealed package labeled "Volume I - Technical Proposal" and must bear the name and address of the Offeror, the name and number of the RFP and the closing date for proposals on the outside of the package. Inside this package an unbound original, to be so labeled, **five (5)** copies and the electronic version shall be provided.

Section 3 of this RFP provides requirements and Section 4 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror’s technical proposals should be organized and numbered in the same order as this RFP. This proposal

organization will allow State officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by paragraph number.

The technical proposal shall include the following sections in this order:

4.4.3 Title Page and Table of Contents

The technical proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. The title page shall be followed by a table of contents for the technical proposal.

NOTE: Information which is claimed to be confidential is to be placed **after the Title Page and before the Table of Contents** in the Offeror’s Technical Proposal, and if applicable, also in the Offeror’s Financial Proposal. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01).

4.4.4 Executive Summary

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled “Executive Summary”.

The Offeror shall also include in this section an explanation of how the Offeror meets the minimum qualifications outlined in Section 2.1. Offerors shall clearly identify the specific references and the specific personnel who meet the minimum qualifications in Section 2.1 as of the proposal date, and must cross reference this information to the page numbers of the references and resumes in their technical proposal where this information can be validated. The Offeror shall also include a brief explanation as to why each of the references and personnel identified satisfies the minimum qualifications

The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.

<p>WARNING: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.</p>
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4.4.5 Offeror Experience and Capabilities

Offerors shall include information on past experience with similar projects and particularly with large-scale enterprise architecture development (two or more business units or divisions totaling 5,000 or more end users). General requirements of the Offeror and personnel are outlined in Sections 2.1 and 3.6. Offerors shall describe how their organization can meet the requirements of this RFP and shall include the following:

4.4.5.1 An overview of the Offeror’s experience rendering services similar to those included in this RFP. This description shall include:

- 1.) A summary of the services offered
- 2.) The number of years the Offeror has provided these services
- 3.) The types of clients and geographic locations that the Offeror currently serves
- 4.) A synopsis of the Offeror’s experience including the general scope of the enterprise or technical architectures that have been or are being developed

4.4.5.2 An organization chart of the Offeror showing all major organizational components, which component(s) will perform the requirements of this contract, where the management of this contract will fall within the organization, and what corporate resources will be available to support this Contract.

4.4.5.3 References from three (3) customers, at least one (1) of which meets the corporate minimum qualifications outlined in Section 2.1. The client references must be capable of documenting the Offeror's ability to develop and implement enterprise-wide technical architecture projects, as outlined in Section 2.1, or other large systems development or integration project of similar magnitude and technical complexity, for a State, Federal, or private sector entity consisting of two or more business units or divisions totaling 5,000 or more end-users.

Each reference shall include the following information:

- 1.) Name of client organization
- 2.) Name, title, and current telephone number of Point of Contact for client organization (Offerors shall ensure that the contact information is current.)
3. Project name, Value, and Duration of contract(s) supporting client organization
- 4.) The services provided, scope of the contract, objectives satisfied, and economic or cost savings to the business owner

4.4.6 Personnel

The Offeror shall describe its key and non-key personnel capabilities in compliance with Section 2.1 and Section 3.6. The Offeror shall include any relevant professional or formal certifications achieved by the personnel proposed. The Offeror shall illustrate in this section of the proposal, how the project team will be organized and how the project team will report up to the Offeror's organization. Resumes shall be provided for all personnel proposed for this project.

4.4.7 Offeror Technical Response to RFP Requirements

The Offeror shall address each major task in the technical proposal and describe how the proposed services will meet the requirements as described in the RFP. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that represents a work requirement shall include an explanation of how the work will be done.

4.4.8 Architecture Software Toolset Solution

The Offeror shall propose the architecture software toolset solution that will be the best value to the State and that will address the requirements outlined in the tasks in this RFP. The Offeror shall include in the proposal how the toolset will address the software specifications outlined in Section 3.4.5. The Offeror shall include the reasons why the selected software solution is proposed for this RFP. The Offeror shall also include in this section of the proposal any underlying software requirements that must be in place for the software to function properly, including any operating system, database, or other supporting software requirements. The Offeror shall include the optimal hardware requirements for installation of the toolset as outlined in Section 3.4.5.

4.4.9 Proposed Services – Work Plan and Assumptions

The Offeror shall propose a work plan utilizing a work breakdown structure for each of the major tasks outlined in Section 3.4. The work plan shall identify the major activities to achieve each of the deliverables including due dates from the notice to proceed (NTP). Each major activity must have assigned resources utilizing the Offeror's proposed labor categories and an estimated number of hours per labor category per activity.

The Offeror shall include a list of all assumptions that were used to develop the work plan. An example of an assumption the Offeror might include would be a presumed start date for the project, any State personnel requirements, etc.

The work breakdown structure shall contain sufficient detail to impart the Offeror's knowledge and ability to successfully complete this project. The Offeror may use any information included in this RFP as well as references noted in Attachment G.

The proposed work plan, due dates for milestones and deliverables, tasks, labor categories proposed, and resource hours estimated shall become part of the contract with the selected Offeror.

4.4.10 Financial Capability and Insurance

The Offeror shall include the following:

- 1.) Evidence that the Offeror has the financial capability to provide the services via abbreviated profit and loss statements and abbreviated balance sheets for the last two years.
- 2.) A copy of the Offeror's current certificates of insurance required by Section 3.3.3 (property, casualty and liability), which, at a minimum, should contain the following:
 - Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance
 - Exclusions

4.4.11 Economic Benefit Factors

The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. (Do not include any detail of the financial proposals with this technical information.) The Offeror will take into consideration the following elements:

- 1.) The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- 2.) The estimated number and types of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contractor has committed at both prime and, if applicable, subcontract levels.

- 3.) Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- 4.) The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

4.4.12 Subcontractors

Offerors shall identify subcontractors, if any, and the role these subcontractors will have in the performance of the contract. However, disclosure of MBE subcontractors at this point is optional.

4.4.13 Required Submissions to be Submitted by Offeror:

- 1.) Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal only)
- 2.) Minority Business Enterprise (MBE) Utilization and Fair Solicitation Affidavit (See Attachment D-1)

4.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Contractor shall submit an original unbound copy, **five (5)** copies, and an electronic version in MS Word of the Financial Proposal. The Financial Proposal shall contain all cost information in the format specified in **Attachment F**. Complete the cost sheets only as provided in the Price Proposal Instructions.

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SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the proposals will be based on the criteria set forth below: The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical merit will receive greater weight than price.

5.2 Technical Criteria

The criteria to be applied to each technical proposal are listed in descending order of importance:

- 1.) Offeror experience and capabilities that illustrate the Offeror's ability to successfully complete this project. (Ref. Section 4.4.5)
- 2.) Personnel proposed to perform the work. (Ref. Section 4.4.6)
- 3.) Offeror's technical response to RFP requirements. An Offeror's response to work requirements in the RFP shall illustrate a comprehensive understanding of the work requirements to include an explanation of the methodology and how the work will be done. Responses to work requirements such as "concur" or "will comply" will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Section 4.4.7)
- 4.) The proposed software solution. (Ref. Section 4.4.8)
- 5.) The proposed work plan. (Ref. Section 4.4.9)
- 6.) Economic benefit factors. (Ref. Section 4.4.11)

5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed within the stated guidelines.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other States do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another State submits the most advantageous offer; the other State gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other State, through law, policy or practice gives to its residents.

5.5 Selection Procedures

5.5.1 General Selection Process

The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

5.5.2 Selection Process Sequence

- 1.) The first step in the process will be to assess compliance with the Offeror Qualifications set forth in Section 2 of the RFP. Offerors who fail to meet this basic requirement will be disqualified and their proposals eliminated from further consideration.
- 2.) The next level of review will be an evaluation for technical merit. During this review oral presentations and discussions will be held. The purpose of such discussions will be to assure a full understanding of the States' requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- 3.) Offerors shall confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4.) The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions.
- 5.) When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- 6.) Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than financial factors.

ATTACHMENTS

In accordance with State Procurement Regulations:

ATTACHMENT A is the State's contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer upon notification of proposed contract award.

ATTACHMENT B - Bid/Proposal Affidavit. This form shall be completed and submitted with the Offeror's technical proposal.

ATTACHMENT C – Contract Affidavit. It is not required at proposals submission time. It shall be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.

ATTACHMENT D-1 – MBE Utilization and Fair Solicitation Affidavit. This form shall be submitted with the Offeror's technical proposal.

ATTACHMENTS D-2, D-3, and D-4 – Other MBE forms. These shall be submitted to the Procurement Officer by the selected Offeror within 10 working days of notification of proposed contract award.

ATTACHMENT E – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP Section 1.6 by those potential Offerors who plan on attending the conference.

ATTACHMENT F – Price Proposal Instructions and Forms. Price Proposal forms shall be completed and submitted as the Financial Proposal.

ATTACHMENT G – Information Sheet. This information about the State is to be used in preparing the proposal.

ATTACHMENT H – Agency Receipt of Deliverable Form. This form is used by the Contractor when submitting deliverables to the Contract Manager.

ATTACHMENT I – Agency Acceptance of Deliverable Form. This form is completed by the Contract Manager when the Contractor's deliverable is either accepted or accepted with revisions.

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ATTACHMENT A

CONTRACT

THIS CONTRACT is made this ___ day of ___, 2004 by and between _____ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY**.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Contract Manager” means Kristina Shelor.
- 1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.3 “Department” means the Department of Budget and Management.
- 1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.5 “Procurement Officer” means Norman Grinnell.
- 1.6 “RFP” means the Request for Proposals for Maryland Technical Architecture Framework, No. F10R4200135, as amended.
- 1.7 “State” means the State of Maryland.
- 1.8 “State Chief Information Officer” or his deputy means Ellis Kitchen or F. Russell Doupnik.
- 1.9 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. SCOPE OF WORK

2.1 The Contractor shall develop a technical architecture framework and a technical reference model with standards, create a plan for how the State will complete the technical architecture, and shall provide such other services as described in the RFP and Contractor’s proposal. These services shall be provided in accordance with this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – Request for Proposals – Project No. F10R4200135
- Exhibit B – Contractor’s Technical Proposal dated _____
- Exhibit C - Contractor’s Financial Proposal dated _____
- Exhibit D – State Contract Affidavit Addendum

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor shall assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment

under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services and software described in Contractor's Proposal in accordance with the schedule in the RFP. The term of this Contract is for a period of about one year commencing on the date that the Department executes this contract and ending on June 30, 2005. The State, at its sole option, may extend the term of the contract for one additional year, terminating on June 30, 2006. The Contractor shall provide services upon receipt of a Notice to Proceed from the State. Contractor's performance of work not specified in a Notice to Proceed shall be at Contractor's risk of non-payment.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of Exhibit C, Contractor's Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed \$_____. Contractor shall notify the Contract Manager, in writing, at least 60 days before payments reach the specified amount. After notification by the Contractor, if the State fails to increase the contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of an invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices should be submitted to the Contract Manager. Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

5. Personnel

Contractor agrees that personnel identified in its proposal shall be assigned for the period specified, in accordance with Section 3.6 of the RFP.

6. Rights to Records

6.1 The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, solely for purposes of this Contract with the State of Maryland shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

6.3 The Contractor shall report to the Contract Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

6.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

7. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

8. Patents, Copyrights, Intellectual Property

8.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

8.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party's patent or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 8.3 below.

8.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

9. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

10. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Officer. The Contractor shall ensure that all data is backed up and recoverable by the Contractor.

11. Indemnification

11.1 The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

11.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this

Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

11.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

11.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

12. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

13. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

14. Maryland Law

14.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

14.2 The Maryland Uniform Computer Information Transactions Act, Maryland Code Annotated, Commercial Law Article, Title 22, does not apply to this contract, or to any purchase order, or Notice to Proceed, issued under this contract.

15. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

16. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Agreement.

17. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled

automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

18. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

19. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

20. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

21. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

22. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

23. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts,

leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

24. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

25. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

26. Representations and Warranties

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 12 and 14 through 27 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

29. Retainage

29.1 DBM shall be entitled to retain 5% of the amount of each contractor invoice by task. When a task has been successfully completed and the result accepted by the Contract Manager, the full retained amount for the completed task shall be paid to the Contractor upon receipt of a separate invoice for retainage release. The Contractor must track any cumulative retainage amount until released by the State and display this amount on the invoices.

29.2 This process will apply to each contract task until all tasks are completed. Contract deliverables provided late, incomplete, or not provided at all may result in the forfeiture of some or all of the amount retained, as determined by the Department. Retainage shall not apply to the software toolset license.

30. Liability

30.1 For breach of this Agreement, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

A. For infringement of patents and copyrights as provided in Section 8 of this Contract;

B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;

C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim. Third party claims arising under Section 11, "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 11 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 11.

30.2 As provided in this section, the limitations contained in this section are the maximum for which the Contractor and its subcontractors are collectively responsible for damages arising as a result of this contract.

31. Parent Company Guarantee (If Applicable)

[Corporate name of Contractor] hereby guarantees absolutely the full, prompt and complete performance by "[subsidiary]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. "[Corporate name of Contractor]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State. "[Corporate name of Contractor]" further agrees that if the State brings any claim, action, suit or proceeding against "[subsidiary]", "[corporate name of Contractor]" may be named as a party, in its capacity as Absolute Guarantor.

32. Administrative

32.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.

32.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: Department of Budget and Management
Office of Information Technology
45 Calvert Street
Annapolis, Maryland 21401
Attention: Kristina Shelor, Contract Manager, Maryland Technical Architecture Framework

If to the Contractor: _____

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

By: _____

_____ Date

Witness: _____

MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT

By: _____

_____ Date

Witness: _____

Approved for form and legal
sufficiency this _____ day
of _____, 2004.

Bruce P. Martin
Assistant Attorney General

APPROVED BY BPW: _____
(Date)

_____ (BPW Item #)

Attachment A Rev 03/8/04

ATTACHMENT B

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____

and the duly authorized representative of [business] _____

_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposals of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within

30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§ 14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;

(h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Procurement Officer within 10 days after receiving notice under 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §§ 2(a) - (j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____
Address: _____

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposals shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

BPAFF
6/13/01

ATTACHMENT C

I HEREBY AFFIRM THAT:

and the duly authorized representative of _____
(business)

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

C. CERTAIN AFFIRMATIONS VALID

(Authorized Representative and Affidavit)

ATTACHMENT D

STATE OF MARYLAND DEPARTMENT OF BUDGET & MANAGEMENT MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

DEFINITIONS

As used in this Exhibit, the following words have the meanings indicated.

- ◆ “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a minority business enterprise.
- ◆ “MBE Liaison” is the employee designated to administer this Department’s MBE program.
- ◆ “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
 - (1) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and
 - (2) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it.

Note: A minority business enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals.

An MBE **must** be certified in order to have its contract participation counted under the Department’s MBE program.

MBE GOALS AND SUB-GOALS

☐ An overall MBE subcontract participation goal of 10 percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- ☐ A sub-goal of 0 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- ☐ A sub-goal of 0 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or Offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or Offeror must include with its bid or offer a completed MBE Utilization and Fair Solicitation Affidavit (ATTACHMENT **D-1**) whereby the bidder or Offeror acknowledges the certified MBE participation goal, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process. **If a bidder or Offeror fails to submit this affidavit, the Department may deem the bid or offer non-responsive.**
- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the MBE Liaison. **If the apparent awardee fails to return each completed document within the required time, the award is voidable.**
 - (1) Outreach Efforts Compliance (ATTACHMENT **D-2**)
 - (2) MBE Participation Schedule (ATTACHMENT **D-3**)
 - (3) Subcontractor Project Participation Statement (ATTACHMENT **D-4**)
 - (4) In the rare event that the apparent awardee believes a waiver is necessary of the overall MBE goal or of any sub-goal by MBE classification, it may submit a waiver request that complies with COMAR 21.11.03.11 in the place of the MBE Participation Schedule.
 - (5) Any other documentation required by the Department's MBE Liaison to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a report listing all payments made to MBE subcontractors during the preceding 30 days, as well as any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made (**Attachment D-5**).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (**Attachment D-6**).
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ADDITIONAL ATTACHMENTS TO
MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS

ATTACHMENT D-1 - Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)

ATTACHMENT D-2 - Outreach Efforts Compliance (must be submitted within 10 working days of notification of apparent award)

ATTACHMENT D-3 - MBE Participation Schedule (must be submitted with Attachment D-2)

ATTACHMENT D-4 - Subcontractor Project Participation Statement (must be submitted with Attachment D-2)

ATTACHMENT D-5 - Maryland Department of Budget and Management Minority Business Enterprise Participation – Prime Contractor Paid/Unpaid MBE Invoice Report

ATTACHMENT D-6 - Maryland Department of Budget and Management Minority Business Enterprise Participation – Subcontractor Paid/Unpaid MBE Invoice Report

ATTACHMENT D-1

CERTIFIED MBE UTILIZATION **AND FAIR SOLICITATION**

AFFIDAVIT

In conjunction with the bid or offer submitted in response to Solicitation No. 050R4800181, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 1 percent and, if specified in the solicitation subgoals of 0 percent for MBEs classified as African American-owned and 0 percent for MBEs classified as women-owned. I commit to make a good faith effort to achieve this goal.
2. I understand that if I am notified that I am selected for contract award, I must submit the documentation described in the MBE Participation Exhibit within 10 working days of receiving notice of the potential award or from the date of actual award, whichever is earlier. If I fail to do so, I understand any apparent award will be deemed voidable.
3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT D-2

OUTREACH EFFORTS COMPLIANCE

STATEMENT

In conjunction with the bid or offer submitted in response to Solicitation No. **F10R4200135**, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

☐ This project does not involve bonding requirements.
5. ☐ Bidder/Offeror did/did not attend the pre-bid conference.
☐ No pre-bid conference was held.

Bidder/Offeror Name

By

Address

Name, Title

Date

ATTACHMENT D-3

MBE PARTICIPATION

SCHEDULE

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
A. Minority Firm Name, Address, Phone	
MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
B. Minority Firm Name, Address, Phone	
MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
C. Minority Firm Name, Address, Phone	
MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
D. Minority Firm Name, Address, Phone	
MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract

MBE Firms Total Dollar Amount Overall \$ _____
MBE Firms Total Percentage Overall _____%
African American MBE Dollar Amount \$ _____
African American MBE Percentage _____%
Women MBE Dollar Amount \$ _____
Women MBE Percentage _____%

List Additional MBE Subcontractors Or Provide Any
Additional Comments on Separate Paper.

Document Prepared By: (Please print or type)
Name: _____

ATTACHMENT D-4

SUBCONTRACTOR PROJECT PARTICIPATION

STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the State contract in
(Prime Contractor Name)

conjunction with Solicitation No. _____, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which Subcontractor shall:

(describe work) _____

_____.

- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

Prime Contractor Signature

By: _____
Name, Title

Date

Subcontractor Signature

By: _____
Name, Title

Date

ATTACHMENT D-5
Maryland Department of Budget and Management
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period. 1. 2. 3. 4. Total Dollars Paid: \$ _____		List dates/amounts of any unpaid invoices received from subcontractor during this reporting period. 1. 2. 3. 4. Total Dollars Unpaid: \$ _____	

<p>Mike Balderson Department of Budget and Management 45 Calvert Street 4th Floor Annapolis, MD 21401 mbalders@dbm.state.md.us</p>	<p>Janice Montague MBE Liaison Officer Department of Budget and Management Procurement Unit, Room 109 45 Calvert Street Annapolis, MD 21401 jmontague@dbm.state.md.us</p>
--	--

This form is to be completed monthly by the MBE contractor.

ATTACHMENT D-6
Maryland Department of Budget and Management
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report _____ Month/Year _____ <p style="text-align: center;">Report Due By the 15th of the following Month.</p>	Contract # _____ Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt. _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
---	---

MBE Subcontractor Name:		
MDOT Certification #		
Contact Person		
Address:		
City	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor in the preceding 30 days. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any outstanding invoices. 1. 2. 3. Total Dollars Unpaid: \$ _____	
Prime Contractor Name: Contact Person:		

Return one (1) copy of this form to each of the following addresses:

Mike Balderson Department of Budget and Management 45 Calvert Street 4 th Floor Annapolis, MD 21401 mbalders@dbm.state.md.us	Janice Montague MBE Liaison Officer Department of Budget and Management Procurement Unit, Room 109 45 Calvert Street Annapolis, MD 21401 jmontague@dbm.state.md.us
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Signature: _____ Date: _____

ATTACHMENT E

PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. F10R4200135
MARYLAND TECHNICAL ARCHITECTURE FRAMEWORK

A Pre-Proposal Conference will be held at 10:00 AM (Local Time), on March 18, 2004, in the Harry Hughes Conference Room – Suite 2 located on the ground level, at the new Maryland Department of Transportation (MDOT) Headquarters in Hanover, MD 21076. Please return this form by March 16, 2004 advising whether or not you plan to attend.

Directions and a map of the area are included in this Attachment E, on the following page.

Return or fax this form to the Procurement Officer:

Norman Grinnell
Department of Budget & Management
Procurement Unit
45 Calvert Street
Annapolis, MD 21401
Fax # (410) 974-3274

Please indicate:

_____ Yes, the following representatives will be in attendance:

1. _____
2. _____
3. _____

_____ No, we will not be in attendance.

Signature

Title

DIRECTIONS TO THE PRE-PROPOSAL CONFERENCE
NEW MARYLAND DEPARTMENT OF TRANSPORTATION FACILITY
Harry Hughes Conference Room – Suite 2 – Ground Floor
Hanover, MD 21076
Reception Desk – 410-865-1142

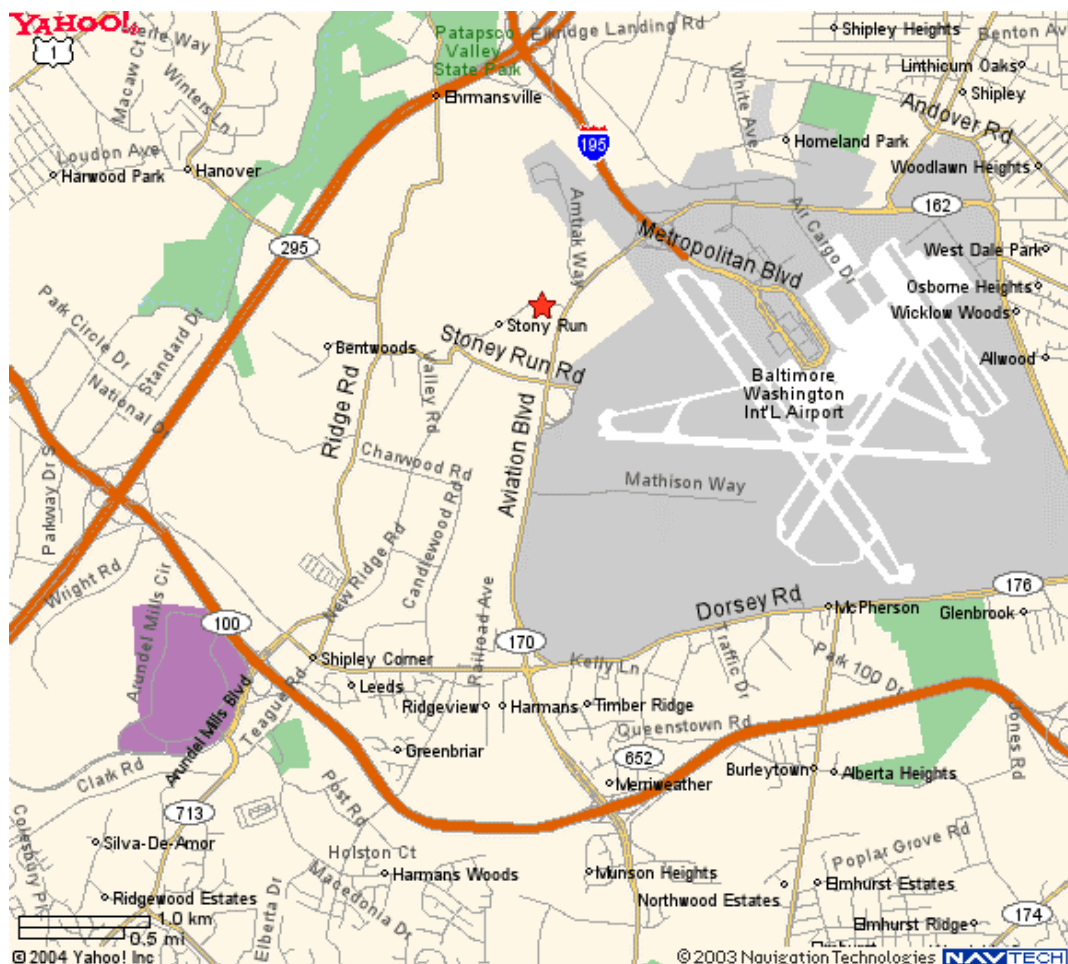
FROM THE SOUTH

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run Rd. (this is an overpass which crosses over MD 170). Make a left at the top of ramp and cross over MD 170. Follow to stop sign. Make a right at stop sign and approximately ½ mile on your left is the entrance to MDOT. (Roads are still under construction in this area.)

From I-95 or BW Parkway take MD 100 East to MD 170 North. Take MD 170 North to Stoney Run (this is an overpass that crosses over MD 170). Make a left at the top of ramp and cross over MD 170. Follow to stop sign. Make a right at stop sign and approximately ½ mile on your left is the entrance to MDOT. (Roads are still under construction in this area.)

FROM THE NORTH

From I-95 or BW Parkway take I-195 to MD 170 South. Take MD 170 South to Stoney Run (this is an overpass that crosses over MD 170 and a left hand turn from MD 170). Make a left at the top of ramp and cross over MD 170. Follow to stop sign. Make a right at stop sign and approximately ½ mile on your left is the entrance to MDOT. (Roads are still under construction in this area.)



ATTACHMENT F

PRICE PROPOSAL FORM INSTRUCTIONS

1. Offerors must submit their price proposals on Attachment F, Price Proposal Form for Services and Software. Do not change or alter these forms or the offer may be deemed unacceptable.
2. Attachment F is to be completed by the Offeror and signed on each page by an individual who is authorized to bind the firm to all prices offered. This form must also be supplied in electronic format using MS Word on either a 3.5" diskette or CD. It must be separately sealed as directed in the RFP, Section 1.9 and in Section 4.5.
3. All data and information included on Attachment F is for price evaluation purposes and also the price the State will pay for the specified Services and Software.
4. Offerors are required to record the proposed Labor Rate in Column B and a Total Price in Column C, which is derived by multiplying Column B by Column A - Labor Hours. The Total Labor Price is then entered in the box at the bottom of the form.
5. On Attachment F:
 - a. All prices must be recorded with dollars and cents, e.g., \$24.15. Fractional prices are not acceptable (e.g., \$24.15333).
 - b. All prices must be the actual price the State will pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.
 - c. Labor rates in each labor category and task are fully loaded hourly rates that include all direct and indirect costs and profit for the Contractor.
 - d. Nothing shall be entered on any Price Proposal Form that alters or proposes conditions or contingencies on the proposed prices.
 - e. Record unit prices in the clear spaces of the price proposal forms. **DO NOT RECORD ANY INFORMATION IN ANY SHADED AREAS OF THESE FORMS.**
6. It is imperative that the prices entered on the Price Proposal Forms have been recorded correctly in order to accurately calculate the Offeror's financial proposal. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12.
7. Offerors shall include the price of the software proposed on the last page of this attachment. The Offeror shall include the initial price and the first year software support and maintenance price. If there are alternative pricing schedules that would be advantageous to the State, such as pricing for multiple seats, the Offeror should include this on a separate sheet of paper, labeled as Attachment F page ___, and include it with the financial proposal. If additional space is needed to further breakdown the Software costs, the Offeror shall include this information on a separate sheet of paper as well.

ATTACHMENT F

PRICE PROPOSAL FORM FOR SERVICES AND SOFTWARE MARYLAND TECHNICAL ARCHITECTURE FRAMEWORK PROJECT NO. F10R4200135

Page 1 of 7

TOTAL LABOR RATES. Record the fully burdened hourly Labor Rates in Column B. Multiply the Labor Rates by the Labor Hours in Column A and record the result in the Total Price Column C. Sum the total price for each task. Sum the task total prices and enter in the Total Labor Price field on page of this form.					
			A	B	C
Task ID	Task	Labor Category	Labor Hours	Labor Rate	Total Price
3.4.1	Develop overall project management and project work plan.	Project Manager		\$	\$
		Principal Architect		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
		Total Labor for Task3.4.1:			\$
3.4.2	Research and document the State's business drivers.	Project Manager		\$	\$
		Principal Architect		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
		Total Labor for Task 3.4.2:			\$

PRICE PROPOSAL FORM FOR SERVICES AND SOFTWARE
MARYLAND TECHNICAL ARCHITECTURE FRAMEWORK
PROJECT NO. F10R4200135

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			A	B	C
Task ID	Task	Labor Category	Labor Hours	Labor Rate	Total Price
3.4.3	Define guiding principles and templates.	Project Manager		\$	\$
		Principal Architect		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
		Total Labor for Task 3.4.3			\$
3.4.4	Develop the Baseline Technical Reference Model (TRM).	Project Manager		\$	\$
		Principal Architect		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
		Total Labor for Task 3.4.4:			\$

PRICE PROPOSAL FORM FOR SERVICES AND SOFTWARE
MARYLAND TECHNICAL ARCHITECTURE FRAMEWORK
PROJECT NO. F10R4200135

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			A	B	C
Task ID	Task	Labor Category	Labor Hours	Labor Rate	Total Price
3.4.5	Acquire and implement architecture development toolset software.	Project Manager		\$	\$
		Principal Architect		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
		Total Labor for Task 3.4.5:			\$
3.4.6	Populate the architecture toolset repository.	Project Manager		\$	\$
		Principal Architect		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
		Total Labor for Task 3.4.6:			\$

**PRICE PROPOSAL FORM FOR SERVICES AND SOFTWARE
MARYLAND TECHNICAL ARCHITECTURE FRAMEWORK
PROJECT NO. F10R4200135**

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			A	B	C
Task ID	Task	Labor Category	Labor Hours	Labor Rate	Total Price
3.4.7	Develop a roadmap for completing the technical architecture.	Project Manager		\$	\$
		Principal Architect		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
		Total Labor for Task 3.4.7:			\$
3.4.8	Define technical standards for two (2) selected service areas within the TRM.	Project Manager		\$	\$
		Principal Architect		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
		Total Labor for Task 3.4.8:			\$

PRICE PROPOSAL FORM FOR SERVICES AND SOFTWARE
MARYLAND TECHNICAL ARCHITECTURE FRAMEWORK
PROJECT NO. F10R4200135

Page 5 of 7

			A	B	C
Task ID	Task	Labor Category	Labor Hours	Labor Rate	Total Price
3.4.9	Present formal architecture education awareness seminars.	Project Manager		\$	\$
		Principal Architect		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
		Total Labor for Task 3.4.9:			\$
3.4.10	Define additional technical standards to complete 100% of the Technical Reference Model (TRM).	Project Manager		\$	\$
		Principal Architect		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
		Total Labor for Task 3.4.10:			\$

**PRICE PROPOSAL FORM FOR SERVICES AND SOFTWARE
MARYLAND TECHNICAL ARCHITECTURE FRAMEWORK
PROJECT NO. F10R4200135**

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			A	B	C
Task ID	Task	Labor Category	Labor Hours	Labor Rate	Total Price
3.4.11	Develop a target architecture transition plan.	Project Manager		\$	\$
		Principal Architect		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
		Total Labor for Task 3.4.11:			\$
3.4.12	End of Contract Transition.	Project Manager		\$	\$
		Principal Architect		\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
		Total Labor for Task 3.4.12:			\$

**PRICE PROPOSAL FORM FOR SERVICES AND SOFTWARE
MARYLAND TECHNICAL ARCHITECTURE FRAMEWORK
PROJECT NO. F10R4200135**

Page 7 of 7

TOTAL Labor Hours and Price For all 12 Tasks:		A		C
Task ID	Task Description	Labor Hours		Total Price
3.4.1	Develop overall project management and project work plan.			\$
3.4.2	Research and document the State's business drivers.			\$
3.4.3	Define guiding principles and templates.			\$
3.4.4	Develop the Baseline Technical Reference Model (TRM).			\$
3.4.5	Acquire and implement architecture development toolset software.			\$
3.4.6	Populate the architecture toolset repository.			\$
3.4.7	Develop a roadmap for completing the technical architecture.			\$
3.4.8	Define technical standards for two (2) selected service areas within the TRM.			\$
3.4.9	Present formal architecture education awareness seminars.			\$
3.4.10	Define additional technical standards to complete 100% of the Technical Reference Model (TRM).			\$
3.4.11	Develop a target architecture transition plan.			\$
3.4.12	End of Contract Transition.			\$
Grand Total Labor Price:				\$

TOTAL SOFTWARE PRICE.		
Record the actual price of the architecture toolset software proposed to complete the task outlined in Section 3.4.5.		
Component Type	Year 1 Price for 2 Full Seats	Comments
Initial Software Cost	\$	
Software Support & Maintenance	\$	
Grand Total Software Price:	\$	

COMPANY NAME: _____

FEIN: _____

CONTRACT PERSON: _____

OFFICE TELEPHONE: _____

ADDRESS: _____

FAX: _____

AUTHORIZED SIGNATURE

TITLE

ATTACHMENT G**INFORMATION SHEET****SECTION I. AGENCIES INCLUDED IN SCOPE:**

The agencies and offices included in the scope of this RFP are listed below. Additional information about any individual agency can be found at www.maryland.gov in the Government and Elections folder.

Constitutional Offices:	Independent Agencies:
1. State Treasurer	32. Department of Assessments & Taxation
2. Attorney General	33. Human Relations Commission
3. Comptroller of the Treasury	34. Injured Workers' Insurance Fund
4. Governor	35. MD Automobile Insurance Fund
5. Lieutenant Governor	36. MD Energy Administration
6. Secretary of State	37. MD Environmental Services
EXECUTIVE DEPARTMENTS:	38. MD Institute for Emergency Medical Services Systems
7. Aging	39. MD Insurance Administration
8. Agriculture	40. MD Public Broadcasting Commission
9. Budget & Management	41. MD State Board of Contract Appeals
10. Business & Economic Development	42. MD Teachers & State Employees Supplemental Retirement Plans
11. Education	43. Military Department
12. Environment	44. Office of Administrative Hearings
13. General Services	45. Office of Public Defender
14. Health & Mental Hygiene	46. People's Counsel
15. Housing & Community Development	47. Property Tax Assessment Appeals Board
16. Human Resources	48. Public Service Commission
17. Juvenile Services	49. State Archives
18. Labor Licensing & Regulation	50. State Board of Elections
19. Natural Resources	51. State Ethics Commission
20. Planning	52. State House Trust
21. Public Safety & Correctional Services	53. State Lottery Agency
22. State Police	54. State Prosecutor
23. Transportation	55. State Retirement & Pension System
24. Veterans Affairs	56. Subsequent Injury Fund Board
GOVERNOR'S COORDINATING OFFICES:	57. Uninsured Employers' Fund Board
25. Office of Children, Youth, & Families	58. Worker's Compensation Commission
26. Office of Crime Control & Prevention	
27. Office for Individuals with Disabilities	
28. Office of Minority Affairs	
29. Office of Smart Growth	
30. Office of Volunteerism	
31. Office of Homeland Security	

SECTION II. ADDITIONAL REFERENCES:

Maryland Portal: <http://www.maryland.gov/>

DBM Portal: <http://www.dbm.maryland.gov/>

Security Policy: http://www.dbm.maryland.gov/DBM_Taxonomy/Security/Policies%2CStandards%2CandGuidance/ITSecurityPoliciesJuly2003.pdf

SDLC: <http://www.dbm.maryland.gov/communities/community.asp?UserID=2&CommunityID=226&Folder=2512|2519|2520>

NASCIO: <http://www.nascio.org/>

SECTION III. MODELS:

Federal Models: <http://www.feapmo.gov/>

FEAF <http://www.cio.gov/documents/fedarch1.pdf>

<http://www.cio.gov/>

<http://www.trm.itsi.disa.mil/document.htm>

State Models: AZ http://gita.state.az.us/enterprise_architecture

MO <http://oit.mo.gov/>

CT <http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253976&doitNav=|>

MI http://www.michigan.gov/dit/0,1607,7-139-7321_18439---,00.html

ATTACHMENT H

STATE OF MARYLAND
Department of Budget and Management

AGENCY RECEIPT OF DELIVERABLE FORM

Contract: F104200135
Maryland Technical Architecture Framework

I acknowledge receipt of the following:

Project Name: Maryland Technical Architecture Framework

Title of Deliverable: _____

RFP Reference Section Number: _____

Name of Contract Manager: _____

Contract Manager Signature

Date Signed

Name of Contractor's Project Manager: _____

Contractor's Project Manager Signature

Date Signed

ATTACHMENT I

**STATE OF MARYLAND
Department of Budget and Management**

AGENCY ACCEPTANCE OF DELIVERABLE FORM

Contract: F10R4200135
Maryland Technical Architecture Framework

Agency Name: Department of Budget & Management

Contract Manager: _____ Telephone: _____ Fax: _____

To: Contractor's Contract Manager

The following deliverable, as required by Contract F10R4200135, has been received and reviewed in accordance with the Contract.

Title of deliverable: _____

RFP Contract Reference Number: Section # _____.

This deliverable:

☐

Is accepted as written.

☐

Requires changes as indicated below.

REQUIRED CHANGES:

OTHER COMMENTS:

Contract Manager Signature

Date Signed